

REQUEST FOR PROPOSALS
TOWN OF FOXBOROUGH, MASSACHUSETTS
POLICE CHIEF ASSESSMENT CENTER



Submission Deadline
May 31, 2016 at 12:00 PM

The Town of Foxborough

The Town of Foxborough is a suburb of Boston, located at the intersections of Interstates 95 and 495, and is known by its residents as “the Gem of Norfolk County”. Foxborough was established in 1778 and currently has a population of 17,120. The median household income in Massachusetts is \$63,151 (per United States Census Bureau). The Town encompasses an area of approximately 21 square miles. The Town of Foxborough is located in eastern Massachusetts and is bordered by Walpole, Sharon, Easton, Mansfield and Plainville.

The Town is governed by a Board of Selectmen, which is the chief policy-making board and is made up of five members who are elected for staggered three-year terms. The Town of Foxborough operates under a Home Rule Charter, which provides for the Board of Selectmen, an Open Town Meeting, and the Town Manager form of government. The Town Manager is the Chief Administrative and Procurement Officer (CPO) for the Town.

This is a Request for Proposal (RFP) to hire a qualified consultant to design, validate, administer, and score an assessment center including but not limited to, the development of the assessment center exercises, the selection of assessors who will be involved with the administration of the assessment center, and the scoring mechanism used in the assessment center, for the position of Police Chief.

Competitive Sealed Proposals

The Chief Procurement Officer (CPO) has determined that in order to select the most advantageous proposal to conduct an assessment center to hire a Police Chief, other factors in addition to cost will need to be considered. The Town believes that the choice of the successful company requires an evaluation of its ability, experience and past work product. The contract will be awarded in accordance with the M.G.L. Chapter 30B using the request for the competitive sealed proposal procedure.

Introduction

The Town of Foxborough (hereinafter referred to as the Town) is seeking to conduct an Assessment Center for the position of Police Chief. The Assessment Center will be conducted for two days between August 1 and August 10, 2016 at Boyden Library, 10 Bird Street, Foxborough. Approximately five (5) candidates will participate in the Assessment Center.

SECTION 1-- SCOPE OF SERVICES

The desired services which must be included in this assessment center process are as follows:

- **Design Assessment Center:** Design the assessment center to serve as the hiring vehicle for the Police Chief. Included in the assessment center design will be a minimum of the following: the development of a multi-exercise two-day process. Exercises will be developed based on interviews conducted with the Town Manager and other Town Officials. The consultant will be responsible for identifying members to serve on the Assessment Center panel subject to the approval of the Town Manager and Assistant Town Manager.
- **Conduct Assessment Center:** The consultant will be responsible for conducting the Assessment Center with the candidates for Police Chief.

The following represents key milestone of events. Bidders are requested to submit a credible proposal to work the key dates. The Town reserves the right to change the target dates per the needs of the Town.

Event	Date
Proposal Reviewed By:	June 1, 2016
Assessment Center Design Completed By	July 29, 2016
Assessment Center Completed By	August 10, 2016

SECTION II-QUALITY REQUIREMENTS (Minimum Criteria)

In order for the bidder's proposal to be considered the following minimum requirements must be satisfied.

The bidder:

- Must have conducted a minimum of twenty five (25) public safety personnel studies including those used to hire top management personnel and in the municipal environment.
- Must have a minimum of five (5) years' experience in providing assessment center design and implementation in the public safety hiring process.
- Must have a project lead manager who has conducted minimum of ten (10) successful assessment centers within the last three (3) years ending December 31, 2015.

SECTION III- SUBMISSION REQUIREMENTS

A. Technical Proposal Submission Requirements

The **Technical Proposal** must be clearly marked: **"Police Chief Assessment Center-TECHNICAL PROPOSAL"**

The technical proposal must include the following:

1. Proposals must include a **letter of transmittal** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for (a) at least thirty (30) calendar days from the opening date of the proposals, (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b) or (c) occurs first. The transmittal letter also must acknowledge any and all addendums filed under the Request for Proposals (RFP).
2. Proposals must have a **table of contents** to easily identify where the requested information can be found.
3. **Contact Information** must include name, address, telephone number, fax number and email address of the individual(s) submitting the bid, those who may be contacted regarding the submission, and the individual who is authorized to contractually bind the company.
4. Include a **profile of the company** and list of **key personnel** who will be responsible for providing services to the Town under this contract. Company information shall include: complete legal name of the Bidder, principal place of business, number of years in business, and description of company organization, including identification of number of staff dedicated to the project.
5. The identification of other **parties/consultants** who have a material role in the project and will work with you to complete the project. Please include resumes of all individuals participating in the assessment.
6. **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the Bidder shall fulfill the Scope of Services proposed to be rendered. The proposal should also address:
 - a. qualifications of the bidder;
 - b. qualifications of personnel that would be assigned to the project;
 - c. ability to perform within the time constraints;
 - d. project team experience on similar projects;
 - e. a complete list of the municipalities for which a Police Chief Assessment Center was provided in the last five years.
7. The Bidder **MUST** provide a minimum of five (5) references of which at least three (3) are Massachusetts municipal references with one or more that have a police department staff of 30 or more uniformed personnel. This is in addition to the list of Massachusetts municipalities required to be disclosed under item 6e; however, entities identified under item 6e may also be included as references to satisfy this item. For each, provide the following: the client's name, address, contact person, telephone number, and a brief description of the actual services provided (sample format included in bid package).
8. The Bidder may include **other information** that it considers relevant for the purpose of evaluation its qualification for the services. However, the Bidder must state whether the

company has, under the laws of any province, territory, state, or country, in the last seven (7) years been declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency. The Town is always interested in any and all cost reduction opportunities.

9. Bidders must also complete and include in the **Technical Proposal** the following:
 - a. A signed **Certificate of Non-Collusion** (included in bid package);
 - b. A completed **Certificate of Authority** (included in bid package); if applicable; and
 - c. A completed **Certificate of Compliance with Massachusetts Tax Laws** (included in bid package).

Inclusion of any “price” in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

B. Price Proposals Submission Requirements

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder. The sealed envelope must be clearly marked “**Police Chief Assessment Center—Price Proposal**”. The price must remain firm for thirty (30) calendar days.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

A completed **Bid Price Proposal Form** (include in bid package) or an exact copy, signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a conditional bid and the bid will be rejected.

C. Other Requirements and Notices

1. Failure to complete any form, provide the requested information, or make any alternations will be deemed a conditional bid and the bid will be rejected.
2. Bidder should submit a draft contract for consideration.
3. Bidder must acknowledge all addendums related to the bid, if any.
4. Bids must be received and time stamped no later than the deadline stated in the **Procurement Schedule** (Where and How to Send Bids). LATE PROPOSAL WILL NOT BE CONSIDERED.
5. A **Bid Bond** is NOT required.
6. Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.

D. Where and How to Send Bids

Bidders are required to submit: **Sealed envelope containing one (1) original and five (5) copies of the “Technical Proposal” for a total of six (6); Separate sealed envelope containing one (1) original “Price Proposal”. Both envelopes should be clearly marked.** Bids are to be submitted and addressed as follows:

Mary Beth Bernard, Assistant Town Manager
Town of Foxborough
40 South Street
Foxborough, MA 02035

**Bids must be received and time stamped no later than the deadline of
May 31, 2016 at 12:00 PM
(LATE PROPOSALS WILL NOT BE ACCEPTED.)**

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive informalities.

SECTION IV—SELECTION PROCESS

An Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Quality Requirements (Section II) and satisfy the Submission Requirements (Section III) will then be judged on Comparative Evaluation Criteria (Section V). The criteria to be utilized for this project are shown below. After the Evaluations have been completed a summary will then be submitted to the Chief Procurement Officer (CPO). Qualified Bidders may be required to make a presentation and discuss their proposal and services with the Evaluation Committee. The Town will contact the Bidders in the order that the proposals are received to schedule appointments. Bidders who fail to make a presentation **will be deemed non-responsive and therefore the proposal will be rejected.**

The **price proposal** (*which was submitted in a separate sealed envelope*) will be opened by the Chief Procurement Officer after the proposals have been ranked.

The Chief Procurement Officer will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the quality of the references, and the price proposals.

SECTION V—COMPARATIVE EVALUATION CRITERIA

Proposals which satisfy the Quality Requirements (Section II) and compiled with the Submission Requirements (Section III) will be further evaluated based on the criteria listed below. Interviews with the Bidders **WILL** be part of the evaluation process. For each criterion, proposals will be assigned a rating of **Highly Advantageous, Advantageous, Not**

Advantageous, or Unacceptable. After the Evaluation Committee provides a rating for the individual criteria, the CPO will assign a rating to each proposal. Criteria that will be used for comparative purposes are the following:

A. Proposal Evaluation Criteria

Quality of the Response

Highly Advantageous:	The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs. The Bidder offers exceptional standards and analysis including validation techniques and development of ethical considerations.
Advantageous:	The proposal is complete and addresses the scope of services and the Bidder meets all the quality requirements.
Not Advantageous:	The proposal is incomplete/is not clear whether it satisfies the scope of services, but the Bidder meets all the quality requirements.
Unacceptable:	The vendor does not meet the quality requirements.

Experience with the Massachusetts Governmental Clients

Highly Advantageous:	Bidder has more than three (3) Massachusetts municipal clients with more than three (3) with a police department of 50 or more uniformed personnel.
Advantageous:	Bidder has more than three (3) Massachusetts municipal clients with more than one (1) with a police department of 50 or more uniformed personnel.
Not Advantageous:	Bidder has three (3) Massachusetts municipal clients with at least one (1) with a police department of 50 or more uniformed personnel.
Unacceptable:	Bidder has fewer than three (3) Massachusetts municipal clients or no client with a police department of 50 or more uniformed personnel

Detailed Requirements

Highly Advantageous:	Bidders who addressed all the questions in detail with credible answers.
Advantageous:	Bidders who addressed all the questions, a majority in detail, but some responses were incomplete or unclear.

Not Advantageous: Bidders who addressed all the questions but most responses lack sufficient detail.

Unacceptable: Bidders who did not address all questions, provided incomplete responses, lack sufficient detail or were deemed not credible.

Public Safety Experience

Highly Advantageous: Bidder has conducted more than twenty-five (25) senior management public safety personnel selection processes.

Advantageous: Bidder has conducted more than twenty-five (25) public safety personnel assessment centers including those used to hire top management.

Not Advantageous: Bidder has conducted twenty-five (25) public safety personnel studies including those used to select top management personnel

Unacceptable: Bidder has conducted less than twenty-five (25) public safety personnel studies including those used to select top management personnel (Police Chief or higher ranking Position).

Police Chief Hiring Experience

Highly Advantageous: The Bidder has conducted assessment centers used in a selection process for police Chief.

Advantageous: The bidder has conducted assessment centers in selecting police Chief.

Not Advantageous: The Bidder has conducted assessment centers in selecting public safety personnel, but not a police Chief.

Unacceptable: The Bidder has not conducted an assessment center for selecting public safety personnel.

Satisfactory References from Municipal Clients

Highly Advantageous: Five (5) highly favorable references from a Massachusetts municipality.

Advantageous: Four (4) favorable or better references from a Massachusetts municipality.

Not Advantageous: Three (3) favorable or better references from a Massachusetts municipality.

Unacceptable: Fewer than three (3) favorable references from a Massachusetts municipality.

Section VI—BONDS, INSURANCE AND INDEMNIFICATION

Items to be furnished prior to the execution of the contract:

Bonds

A **Payment Bond** will NOT be required.

A **Performance Bond** will NOT be required.

Insurance

Bidder awarded a contract under this proposal must provide proof of insurances as set forth below in at least the minimum amounts required in the contract and when requested shall name the Town of Foxborough as an additional insured for the amounts written. Insurances are to be maintained at the Bidder's expense:

General Liability: \$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 professional liability
 \$2,000,000 minimum umbrella/excess

Worker's Compensation: Mandatory coverage as required by the Commonwealth of Massachusetts.

Errors and Omissions: Not less than \$2,000,000 per claim

The Bidder awarded a contract shall deposit with the Town Certificates of Insurance for the coverage required, in form and substance satisfactory to the Town and shall deliver to the Town new policies and certificates thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement requiring thirty (30) days written notice to the Town prior to cancellation of change in coverage, scope or amount of any such policy or policies. Compliance by the Bidder with the insurance requirement, however, shall not relieve the Bidder from liability under the indemnity provisions. Failure to provide or to continue in force such insurance shall be deemed a material breach of the contract and shall be grounds for immediate termination.

Indemnification

The Bidder shall indemnify, defend, and save harmless the Town and all of the Town's officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission or negligence of the Bidder, its subcontractors and its and their agents or

employees in the performance of the work covered by the Contract and/or failure to comply with terms and conditions of the Contract, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by the contract and to the extent such injuries or damages are not covered by the Town's insurance. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Bidder under the Contract.

SECTION VII—RULE FOR AWARD, LENGTH OF CONTRACT, COMMENCEMENT

Rule for Award

An award of contract will be to the responsible and eligible Bidder providing the most advantageous proposal based on the scope of services, evaluation criteria, references, and price. Although price is a consideration, it will not be the sole determinant for awarding this contract.

The Town will award only a single contract.

The Town herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the Town.

The Town Manager is the awarding authority for the contract. Further, the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds as Certified by the Town Accountant/Finance Director.

Length of Contract

The contract is anticipated to be executed by June 2016. However, the Town reserves the right to change, delay, cancel or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under contract, in a form acceptable to the Town prior to the execution date.

Commencement of Services

The selected Bidder shall commence with the project upon notice of award by meeting with the Assistant Town Manager. The project is to be completed by August 2016 unless other arrangements were made prior to the execution of a contract with the Town.

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

SECTION VIII INFORMATION ABOUT CHANGES TO THE BID (ADDENDA)

In the event that changes/additions are made to the Bid information or materials, an addendum will be issued to every person (entity) on record as receiving the bid package. Addenda will be emailed if an email address was not provided, then it will be faxed. If a fax number is not provided then the package will be mailed via USPS. **Addenda will also be posted to the website.** Please check back

on the website for addendums before submitting your bid to the Town. Bidders may not be notified individually of Addendums.

SECTION IX—EXAMINATION OF DOCUMENTS AND QUESTIONS

The Bidder shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation for the bid. The Bidder shall be familiar with all the Bid material requirements and documents before submitting the bid in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the bid is based on incomplete information.

Inquiries concerning any part of this Bid shall be directed to the individual(s) listed under the **Procurement Schedule**. Bidder should note that **oral communications are not binding on the Town**. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax or email as referenced under the **Procurement Schedule** by the deadline. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

SECTION X—BID MODIFICATIONS OR WITHDRAWALS

Bids may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Assistant Town Manager. After submission deadline, bids may not be changed. Minor mistakes may be waived by the Town or corrected in the final contract.

SECTION XI—PREMATURE OPENING OF A BID

The Town will not be responsible for the premature opening of any bid not properly identified. The Town may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

SECTION XII—UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, the designated location for delivery of the bid is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **11:00AM**. on the next regular business day.

SECTION XIII-LATE SUBMISSIONS

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems.

LATE BIDS WILL NOT BE CONSIDERED.

SECTION XIV-REJECTION OF BIDS

The bid must satisfy all the requirements of the Request for Proposal (RFP), in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid

unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- ✓ Fails to adhere to one or more of the provisions established in the Bid Package;
- ✓ Fails to submit its bid by the item or in the format specified herein or to supply the minimum information requested herein;
- ✓ Fails to submit its bid to the required address on or before the specified submission deadline;
- ✓ Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

The Town reserves the right to reject any and all bids as determined to be in the best interest of the Town and to waive minor informalities.

SECTION XV—TAXES

Purchases made by the Town are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid prices.

SECTION XVI—GENERAL TERMS AND NOTICES

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of (Massachusetts General Laws, Chapter 151B).

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the Town and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a “holder” of ‘personal data’. The Bidder shall also protect the physical security and restrict any access to personal or other Town data in the Bidder’s possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the Town’s public records, documents, files, software, equipment or systems.

All proposals, materials, drawings, plans, etc. shall become the property of the Town and may not be disposed of without notification and may be considered under the Public Records law public information.

The Bidder shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Town of Foxborough, the Bidder acknowledges that the Town of Foxborough is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations for the contractor based on said statute.

The contract is anticipated to be executed by the date indicated under **Procurement Schedule** for this bid. The Town reserves the right to change, delay, cancel or expedite the contract execution date. The selected bidder is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

Certificate of Non-Collusion

The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned certifies under the penalties of perjury that this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Proposer

Name of Business

Date

THIS FORM MUST BE SIGNED AND INCLUDED WITH YOUR PROPOSAL

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Police Chief Assessment Center

RFP _____

Pursuant to Massachusetts General Laws, chapter 62C, section 49A, the undersigned acting on behalf of the Bidder*, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please print or type)

Signature of Corporate Officer

Date

Name of Corporate Officer (please print or type)

Title

Taxpayer Identification Number

*As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

THIS FORM MUST BE SIGNED AND INCLUDED WITH YOUR PROPOSAL

Sample Reference Listing
Police Chief Assessment Center

Customer _____

Primary Contact: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

Customer _____

Primary Contact: _____ Title: _____

Mailing Address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

(Make as many copies as necessary, a minimum of five (5) municipal references required. A complete list of all Massachusetts municipalities for which a Police Chief Assessment Center was provided during the past five years ending December 31, 2015 must be disclosed.)

THIS FORM OR SUBSTITUTE WITH THE REQUESTED INFORMATION MUST BE FILED WITH BID SUBMISSION

Bid Price Proposal
Police Chief Assessment Center

Bidder Name: _____

The **Bid Form** or an exact copy is to be signed by the Individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional** bid and the bid will be **rejected**.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. Have you or anyone a party to the proposed contract ever failed to complete a contract awarded to you? YES_____ NO_____
2. Have you ever defaulted on a contract? YES_____ NO_____
3. Can the Bidder provide, upon request, proof of financial solvency?
YES_____NO_____

Procedures under this RFP require bids to be sealed and clearly marked **Town of Foxborough—Police Chief Assessment Center PRICE PROPOSAL**. The undersigned proposes to provide the services in accordance with the accompanying requirements provided by the **Town of Foxborough dated May 10, 2016** and **any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids**. The price shall be a NOT TO EXCEED price to complete the scope of work*. *In the event that the numeric price and the written price differ, the written price shall prevail.*

The Bidder offers the following price for the performance required under this Contract a sum NOT TO EXCEED, including all reimbursable expenses.*

\$ _____

Amount in words: _____

The undersigned proposes to provide the services in accordance with the accompanying requirements provided by the Town of Foxborough and any addenda as may be issued by the Town and provided to the undersigned prior to the opening of the bids. The prices shall NOT INCREASE during the contract period. In the event that the unit price and the total price differ, the unit price shall prevail.

The undersigned agrees that, if selected as Bidder, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract in

accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that his proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, group of individuals, or legal entity.

(Name of Firm)

BY:

(Signature of Bidder)

(Printed Name and Title of Signatory)

(Business Address)

(City/Town, State Zip)

(Telephone)

(Fax)

(Place and Date When the Business was Organized)

(Email address)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION (DATE) _____ (_____)

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)

THIS FORM IS FILED AS PART OF THE PRICE PROPOSAL SEPARATE FROM THE TECHNICAL SUBMISSION

CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Full Name of Corporation)

2. corporation, and that _____
(Insert the name of officer who signed contract and bonds)

3. is the duly elected _____
(Insert the title of the officer in line 2)

4. of said corporation and that on _____
(The date must be **ON OR BEFORE** the date the officer signed
the **contract and bonds**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the
directors were present or waived notice, it was voted that

5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name
and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of
any contract of obligation in this corporation's name and on its behalf, with or without the
Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has
not been amended or rescinded and remains in full force and effect as of the date set forth
below.

6. ATTEST: _____
(Signature of **Clerk or Secretary**)*

7. Name: _____

8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer
signed the **contract and bonds**.)

* The name and signature inserted in lines 6&7 must be that of the Clerk or Secretary of the Corporation.

**Town of Foxborough
Request for Proposal**

Police Chief Assessment Center

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or Tax I.D.

Signature of Individual or Corporate Name

By:

Corporate Officer (if applicable)